

MOVING & STORAGE

3303 N Industrial Drive
Simpsonville SC 29681

864.641.1444



BILL OF LADING CONTRACT FOR SERVICES

Local | Long Distance | Commercial | Residential

GOOD GREEK MOVING & STORAGE is Registered with the state of South Carolina as a Mover.

ORIGIN

NAME Frank Fatigati
ADDRESS _____
CITY, ST, ZIP Simpsonville SC 29681
PHONE _____

DESTINATION

NAME Frank Fatigati
ADDRESS _____
CITY, ST, ZIP Simpsonville SC 29681
PHONE _____

CID # 81332

PACKING DATE
6/1/2020

PICKUP DATE(S)
6/1/2020

DELIVERY DATE

ESTIMATE DATE
6/6/2020

VAN NO./DRIVER

EXTRA STOP

ADDRESS None

CITY, ST, ZIP _____

ATTENTION _____

TIME BASIS AND SERVICES

MOVING RATE: 1 VANS 2 MEN@ \$ 120 PER HOUR

TIME RECORD (WORKING TIME)

TOTAL WORKING HOURS

START _____ AM _____ PM _____ SHIPPER'S INITIALS

FINISH _____ AM _____ PM _____ SHIPPER'S INITIALS

TIME OFF _____

MOVING _____ HOURS@ \$ 120 PER HOUR

OVERTIME _____ HOURS@ \$ 180 PER HOUR

TRAVEL TIME _____ HOURS@ \$ 120 PER HOUR

TIME BASIS AND SERVICES

	RATE	CHARGES
TRANSPORTATION EST. WEIGHT		
STORAGE FROM: _____ TO: _____		
STORAGE RATE		
HANDLING INTO WAREHOUSE		
HANDLING OUT OF WAREHOUSE		
DIRECT SERVICE (Guaranteed Delivery Date)		
FLEXIBLE SERVICE (Flexible Delivery Date)		
EXTRA PICK UP OR DELIVERY		
HOURLY RATE	\$120	
FUEL	%	
PACKING/PACKING MATERIAL		
OTHER		
DEPOSIT		

TOTAL ESTIMATED COST OF SERVICE: \$

BALANCE DUE \$0

CUSTOMER'S DECLARATION OF VALUE

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE

You must select, in your own handwriting, one of the following two options for your shipment. The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff.

OPTION 1: FULL (REPLACEMENT) VALUE PROTECTION: If any article is lost, destroyed or damaged while in your mover's custody, your mover will either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you the cost of such repairs, or 2) replace the article with an article with an article of like kind and quality, or pay you for the cost of such replacement. An additional charge applies for the option.

To select Option 1, you must write, on the line below, either a lump sum dollar amount for the value of your shipment that may not be less than \$5000, or an amount per pound that may not be less than \$4.00 () per pound, whichever is greater.

The value of my shipment is:

You must also select one of the following deductible amounts that will apply for your shipment.

No Deductible () Initial \$250 Deductible () Initial

\$500 Deductible () Initial

OPTION 2: Released Value of 60 Cents Per Pound Per Article: If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It is considerably less than the average value of household goods.

To select Option 2, you must write on the line below,

The value of my shipment is: **60 cents per pound**

Your signature is required here: I acknowledge that I have 1) declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and read a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

Customer's Signature _____ Date _____

PAYMENT

The estimated charges must be paid in full prior to delivery by either of the following forms of payment (1) cash, or (2) Visa, MasterCard, Discover, American Express. Arrangements to use a credit card must be made prior to the move date and the cardholder must be present for authorization.

WE DO NOT ACCEPT CHECKS

PLEASE READ CAREFULLY:

THIS BILL OF LADING/CONTRACT FOR SERVICES IS REQUIRED BY STATE STATUTE AND COUNTY ORDINANCE, WHERE APPLICABLE AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE, IN ORDER FOR THE BILL OF LADING/CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVER, A MOVER IS REQUIRED TO RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF THE CHARGES INCLUDED IN THE SOUTH CAROLINA ESTIMATED COSTS OF SERVICES AND ANY ADDENDUM THERETO.

ACCEPTED FOR COMPANY: By _____

CUSTOMER: Please read the front and reverse side for terms and conditions covering this Bill of Lading/Contract for Services.

Signature, owner of Authorized Agent: _____ DATE _____

AT ORIGIN: Signature, owner of Authorized Agent: _____ DATE _____

Driver's Signature _____ DATE _____

AT DELIVERY: Signature, owner of Authorized Agent: _____ DATE _____

See reverse side section 6 for claims filing information.

Terms and Conditions

Terms and Conditions Governing Law and Jurisdiction, This Agreement shall be governed by and construed in accordance with the laws with the State of South Carolina. Jurisdiction and venue for any legal proceedings arising out of this Agreement shall exclusively lie in the state and federal courts situated in Greenville County, South Carolina.

SECTION 1 Liability of the Company: The Company shall not be charged with knowledge or the contents of the containers or the condition thereof. The Company shall be immediately notified of all claims for concealed and/or external damage if original package. The Company's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of property at time and place of loss with due allowance for the depreciation or deterioration howsoever caused but in no event to exceed the release value set forth on the face hereof. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extend to repair replacement or recovering the entire set, but in no event to exceed the released or declared value as indicated. The Company shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the Company is directed to un load or to deliver (or render any services) at a place or places at which the Customer or its agent is not present; the property shall be at risk of the Customer after un loading or delivery. Where the Company is directed to load property from (or render any services at) a place or places at which the Customer or its agent is not present, the property shall be at risk of the Customer before loading. The Company will not be liable for loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, other atmospheric conditions, natural deterioration, inherent vice or defect of the property, or damage to particle board, or for loss damage or delay contributed to or caused by the act or omissions of the Customer or by acts of war, terrorism, insurrection, nuclear fusion, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Company's control. The Company is not responsible for the mechanical or electrical malfunction of or any article such as, but not limited to, computer equipment, piano, radio, television set, VCR, DVD player, barometer, refrigerator, phonograph, clock, air conditioner or other instrument or appliance whether or not such articles are packed or unpacked by the Company.

(a) Should the Customer not declare a specified value and not pay the additional valuation charge thereon then the Customer hereby agrees to the Company's limited responsibility as specified above in section 1 (a) and as further set forth below in this subdivision (b). Where the shipment has been released to the Company at a value not exceeding \$.60 per pound per article as per declaration of value on the face hereof it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Company's liability specifically limited to \$.60 per pound per article. All of the said services specified herein in excess of the Company's liability are assumed totally by the Customer and said services over and above the Company's liabilities are solely Customer's responsibility with respect to any damage loss or delay for any reason whatsoever. (c) Where the shipment has been released to the Company at a value in excess of \$.60 per pound per article as per declaration of value on the face hereof and in consideration of the additional charge for such valuation scheduled thereon it is agreed that the Company will be responsible for all loss and damage to Customer's property, except as otherwise provided in

(b) Subject to the limitation above. In the event of loss or damage for which the Company has assumed liability as herein provided, the Company will pay Customer for actual cash value of the property at the time of loss or damage or the costs to repair the property or to replace it with material of the like kind or quantity whichever is less and provided however that in no event shall the Company's liability for all loss and damage to Customer's property exceed in total the value specified by the Customer in writing on the declaration of value on the face hereof.

SECTION 2 Terms of Payment: The payments for services and other charges are due and payable before the Mover relinquishes possession of your household goods. Any charges not paid when due shall be subject to interest at the maximum rate allowable by laws of the State of South Carolina. It is agreed between the Company and the Customer that a deposit for services to be rendered specified on the front portion of this contract will be treated as liquidated damages and retained by the Company in the event Customer cancels or breaches this Contract for any reason whatsoever.

SECTION 3 Ownership of Goods: The Customer has represented and warranted to the Company that he/she has lawful possession of, and legal right, interest, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right, interest and authority of the Customer to contract for services herein. If there be any claims or litigation concerning the Customer's representations and warranties herein, including claims of ownership and/or possession made by any third party with regard to the property described herein, the Customer agrees to pay all storage and other charges, and further agrees to indemnify the Company for all costs, expenses, and attorney's fees which the Company may reasonably incur or become liable to pay in connection therewith. The Company shall have a lien on said property for all charges and for such costs and expenses. The lien specified herein shall also cover legal expenses incurred in bringing or defending an interpleader action to determine the Ownership and/or right of possession property specified in this Contract. The Company may, at its option, bring suit for reimbursement pursuant to the foregoing provisions without further foreclosing on its lien.

SECTION 4 Company's Lien:

(a) It is agreed that the Company shall have a lien against any and all property lawfully withheld and not delivered to the Customer, and that said lien shall extend to the proceeds from the sale thereof for all charges noted herein, in the South Carolina Estimated Costs of Services and any Addendum thereto, including labor, and any and all other charges or expenses in relation to said property, as well as any and all other cost incurred to enforce the Company's lien, such as those costs for notice, advertisement of sale, and the actual costs of sale, together with any costs, expenses and attorney's fees that may be incurred as a result of a sale, and/or the enforcement of the Company's lien.

(b) All goods upon which the Company has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expenses for preservation of the goods reasonable incurred in their sale after notice to the Customer and publication of the time and place of sale, as well as any legal expenses including reasonable attorney's fees, which may be necessitated by said sale.

(c) The lien upon any and all property tendered with the Company shall also include unpaid charges and expenses pertaining to property tendered with the Company shall also include unpaid charges and expenses pertaining to property previously tendered with the Company regardless of whether said property has been delivered by the Company.

(d) The parties agree that in any sale conducted to satisfy the Company then all property which is subject to the lien shall be sold. Proceeds for sale in excess of charges secured by the lien plus the cost of preserving the goods and conducting the sale shall be remitted to the Customer.

(e) The Company may at its option bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien.

(f) The Company shall have a further lien and may reserve other security interest in property which has been or will be tendered to it to secure repayment of moneys and interest thereon advanced to a Customer or on Customer's accounts.

(g) The Company shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the appropriate provisions of the Uniform Commercial Code as adopted in South Carolina and/or relevant Statutes.

SECTION 5. Services to Tendered Goods: Should the Company however in its sole discretion determine that moth treating, fumigation or otherwise treating or handling all or any portion of the goods stored hereunder is necessary for the protection of the goods it may render such additional services and add its charges therefore to the amount payable by the Customer hereunder.

SECTION 6. Claims: Customers have a period of up to 30 days after delivery of household goods to notify the Customer in writing of any claim, loss or damage. If a claim cannot be resolved in the next 30 days, the Company is required to provide a written explanation to the Customer of the status and reason for the delay. All claims must be resolved within 90 days.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2020- 139-T
CERTIFICATE OF SERVICE

I, **CARL E. BELL**, hereby certify that I have, on this 14th day of July 2020, served the *Bill of Laden (Contract for Services)* of FCF Moving & Storage, LLC dba Good Creek Moving & Storage, LLC, Application for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier, upon the party listed below by electronic mail:

C. Lessie Hammonds, Esquire
lhammonds@ors.sc.gov
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201

Carri Grube Lybarker , Counsel
SC Department of Consumer Affairs
Email: clybarker@scconsumer.gov



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Columbia, South Carolina
July 14, 2020